

**MAILROOM EQUIPMENT, SUPPLIES
& MAINTENANCE**

Led by the State of Arizona

Master Agreement #: ADSPO16-169897, as amended

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF NEW HAMPSHIRE**

The following products or services are included in this contract portfolio:

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website.*
- *Software license and subscriptions will be approved on a case-by-case basis.*

The following products or services are not included in this agreement:

Mailroom Furniture
Equipment Lease

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating **State of New Hampshire** authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

ELIGIBLE PARTICIPANTS – Eligible Participants include all departments and agencies of the State of New Hampshire ("State"). Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any non-profit agency certified under the provisions of §501c of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-1:17 shall be eligible to participate under this contract whenever said sub-divisions or non-profit agency desires. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures. The State shall not be liable for any breach of contract by these entities.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

Name:	Art Adams, Director Government Contract Compliance
Address:	Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	(203) 351-7866
Fax:	(203) 460-3827
Email:	art.adams@pb.com

Contractor – Government Sales Channel Director – East Region

Name:	Russ Rodd
Address:	3001 Summer Street, Stamford, CT 06926
Telephone:	(860) 680-3586
Email:	russ.rodd@pb.com

Lead State

Name:	Christopher Lacey, MBA
Address:	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix AZ 85007
Telephone:	(602) 542-7165
Fax:	(602) 542-5508
Email:	christopher.lacey@azd.gov

Participating Entity

Name:	Heather Kelley
Address:	State of New Hampshire, Department of Administrative Services Bureau of Purchase and Property State House Annex RM 102 25 Capitol Street Concord, NH 03301
Telephone:	(603) 271-3147
Fax:	(603) 271-2700
Email:	Heather.kelley@nh.gov

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4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Construction of Agreement and Terms – This Participating Addendum shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

Detailed Usage Reports – The State of New Hampshire will utilize the usage reporting developed by the lead State for their standard reporting needs. Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. However, the Contractor agrees to provide additional reports if requested to the State in a format and frequency as mutually agreed by both parties.

Shipping and Delivery – The successful Contractor will be responsible for delivery of the ordered equipment within 30 business days of receipt of a Purchase Order or a different mutually agreed timeframe indicated on the PO, in its entirety and in proper working condition to the destination specified on the purchase order, unless otherwise mutually agreed. If the Contractor cannot fulfill the order within this time in its entirety, the Contractor must immediately inform the purchasing agency of this with a revised delivery date. The Purchasing Entity then has the option of cancelling the order or granting the Contractor a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or “Dead on Arrival” shall be retained by the Purchasing Entity, with notification to Contractor, who will repair the material. If repair is not possible the material shall be returned by the Purchasing Entity and replaced under the Master Agreement return process. Contractor will make commercially reasonable efforts to accelerate delivery of the replacement unit in less than the normal delivery timeframes, if possible, or in accordance with a mutually agreed delivery timeframe with the Purchasing Entity. If this not possible, the Purchasing Entity reserves the right to either (1) cancel the order or (2) accept a substitution that may be offered by the Contractor that meets or exceeds the specifications at the same or lower price, or (3) have the Contractor repair the equipment according to the product warranty.

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Payment & Invoicing- Invoicing shall be done at the time order ships, except for the Production Mail equipment category which will invoice at time of equipment installation and acceptance. Invoices shall clearly indicate the purchase order number, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Contractor (i.e., earlier payment, quantity, volume purchase price).

Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each purchase order. In any instance, payment shall not be reasonably withheld.

Notice: Conditional Nature of Agreement – Notwithstanding, anything in this agreement to the contrary, all payment obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. For all products and services not returned in accordance with the Master Price Agreement return process, the State shall pay for all products and services delivered and accepted through the effective date of termination. The State shall not be required to transfer funds from any other account.

4.1 Software

Software terms and conditions are not incorporated and will be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. Please refer to the Contractor page on the NASPO ValuePoint website for a list of the software licenses offered under this addendum. <http://www.naspovaluepoint.org/#/contract-details/89/contractor/541>

4.2 Meter Rentals

All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and attached hereto as Attachment C.

4.3 Lease Agreements:

Equipment lease agreement terms and conditions included in the Master Agreement have not been approved for use in the ***State of New Hampshire***.

4.5 Subcontractors:

All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the **State of New Hampshire**, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

4.6 Purchase Order Instructions:

All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897" (2) Your Name, Address, Contact, & Phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order

4.7 Price Agreement Number:

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: **8002224** and the Lead State price agreement number: ADSPO16-169897.

4.8 Individual Customer:



Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

4.9 Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "provided, however, that the State shall be deemed to have accepted a Product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product."

5. ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number ADSPO16-169897 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Hampshire	Contractor: Pitney Bowes Inc.
Signature:	Signature: 
Name: Charles M. Arlinghaus 	Name: Arthur E. Adams, Jr.
Title: Commissioner	Title: Director, Government Contract Compliance
Date: 10/12/17	Date: 10/10/2017

ATTACHMENT C – Meter Rental Terms

Meter rental terms and conditions are incorporated as referenced in the NASPO Master Agreement and may be found by clicking on the following link:

<http://www.naspovaluepoint.org/#/contract-details/89/contractor/541>

ATTACHMENT D – Software Terms

Please refer to the Contractor page on the NASPO ValuePoint website for a list of the software licenses offered under this addendum.

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